

WASHINGTON GOVERNMENT GROUP  
STRATEGIC AGREEMENT

Number \_\_\_\_\_

This Strategic Agreement (hereinafter, Agreement) is executed by and between Washington Government Group (hereinafter, WGG) and (Seller) (hereinafter, "Seller"), a (State) corporation/company, with offices at (City), (State).

The parties agree as follows:

**ARTICLE 1 - SCOPE OF WORK**

Seller shall (i) provide the products and services listed in Attachment A, (ii) to WGG and the participating companies named in Attachment B (hereinafter, the "WGG Companies"), (iii) at the prices listed in Attachment C, (iv) subject to rights and obligations of the parties under both the remaining articles of this Agreement and the General Terms and Conditions at Attachment D, (v) as such products and services may be ordered by the WGG Companies, (vi) the Seller's obligation to each Company shall become effective upon acceptance of particular Orders issued under this Agreement. Attachments A, B, C, and D are incorporated herein and made a part hereof.

**ARTICLE 2 – PERFORMANCE METRICS**

Attachment E lists the performance metrics that Seller and WGG will be monitoring. The Seller shall accumulate this metric data, and provide monthly performance reports to WGG. If, in the sole opinion of WGG, performance falls below any of these metrics, WGG may, at its sole option terminate this Agreement, in whole or in part, with thirty days written notice, notwithstanding other rights and remedies contained within this Agreement. In the event of a partial termination, WGG will advise Seller of those products to which this Agreement no longer applies and modify this Agreement accordingly. Unless specifically committed in writing, WGG is not responsible for any stock in Seller's inventory if WGG chooses to terminate this Agreement, in whole or in part. Attachment E is incorporated herein and made a part hereof.

**ARTICLE 3 - ORDERING**

The WGG Companies may place orders under this Agreement; however, neither WGG nor the WGG Companies are under any obligation to place any orders under this Agreement. This Agreement is not a requirements contract and provides for no minimum or maximum quantities to be ordered. Each WGG Company which places an order hereunder shall be direct-billed to its specific address as listed at Attachment B.

All Orders placed hereunder shall reference the above-noted Agreement number and an Order number to be identified by the WGG Company.

**ARTICLE 4 - DELIVERY/PAYMENT**

The products and services specified in Article 1 and ordered under Article 3 shall be delivered and paid for as follows:

F.O.B. Point: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Delivery location and schedule shall be negotiated for each Order under this Agreement.

This Article is supplemented by the General Terms and Conditions Articles entitled "Transportation" and "Payment".

## **ARTICLE 5 - FIXED PRICES**

The WGG Companies shall be entitled to purchase the products and services listed in Attachment A at the fixed prices identified in Attachment C. The prices identified in Attachment C are firm for the effective period of this Agreement as identified in Article 7, Term.

## **ARTICLE 6 - COMPANY-SPECIFIC TERMS AND CONDITIONS**

The Seller acknowledges that individual WGG Companies may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the WGG Company placing an Order under this Agreement reserves the right to incorporate its own Company-Specific Terms & Conditions relative to, among other matters, (i) national and Company security; (ii) environmental, safety and health and (iii) the requirements of U.S. agency procurement regulations (e.g., FAR, DFARS, DEAR) and any laws which they may implement. Should the inclusion of any such Company-specific provisions result in increased costs to Seller, the Seller and the involved WGG Company may negotiate a pricing premium in addition to the Attachment C pricing.

## **ARTICLE 7 - ADMINISTRATIVE**

WGG Administrator:

Name  
Address  
City, State Zip  
Phone: number  
Fax: number  
e-mail:

Seller's Representative:

Name  
Address  
City, State, Zip  
Phone: number  
Fax: number  
e-mail:

## **ARTICLE 8 - TERM**

The term of this Agreement is for \_\_\_\_\_ years beginning on the date of the last signature hereto.

## **ARTICLE 9 - ENTIRETY**

This Agreement shall not be amended, modified, or extended, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both parties. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same.

This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any and all previous understandings, commitments, or agreements, oral or written, related to the purchase and delivery of the products and services governed by this Agreement.

If any part, term or provision of this Agreement shall be held to be void, illegal, unenforceable, or in conflict with any law of any federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions shall not be affected thereby.

## **ARTICLE 10 – CANCELLATION**

This Agreement may be cancelled by either WGG or Seller at any time for any reason upon 90 days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date of last signature hereto.

WASHINGTON GOVERNMENT GROUP

Seller

BY: \_\_\_\_\_  
Thomas E. Robinson

BY: \_\_\_\_\_

TITLE: Supply Chain Manager  
Washington Government Group

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Remarks: